

RESPONSE TO PARAGRAPH NO. 85:

Denied.

ALLEGED CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

SHERMAN ACT §1

**(Alleged Per Se Illegal Restraint of Trade — Concerted
Refusal to Deal/ Group Boycott)
(Against All Defendants)**

RESPONSE TO PARAGRAPH NO. 86:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 87:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what the Retailers have agreed among themselves, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 88:

Denied.

SECOND CAUSE OF ACTION

SHERMAN ACT §1

**(Alleged Illegal Restraint of Trade — Exclusive Dealing)
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 89:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 90:

DIRECTV and Hughes admit that sales of DBS equipment occur through consumer electronics retailers. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 91:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 92:

Denied.

RESPONSE TO PARAGRAPH NO. 93:

Denied.

RESPONSE TO PARAGRAPH NO. 94:

Denied.

THIRD CAUSE OF ACTION

CLAYTON ACT §3

**(Alleged Illegal Sale or Agreement Not to Use Goods of a Competitor)
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 95:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 96:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every

allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 97:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 98:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 99:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 100:

Denied on information and belief.

RESPONSE TO PARAGRAPH NO. 101:

Denied.

RESPONSE TO PARAGRAPH NO. 102:

Denied.

RESPONSE TO PARAGRAPH NO. 103:

Denied.

RESPONSE TO PARAGRAPH NO. 104:

Denied.

FOURTH CAUSE OF ACTION

SHERMAN ACT §1

**(Alleged Unreasonable Restraint of Trade — HDTV Exclusive-Dealing Contracts)
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 105:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 106:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 107:

Denied.

RESPONSE TO PARAGRAPH NO. 108:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to whether many high-power DBS receiving equipment retailers have refused to purchase and resell DISH-Network compatible high-power DBS receiving equipment, and therefore deny same.

DIRECTV and Hughes deny the remaining allegations in this paragraph.

RESPONSE TO PARAGRAPH NO. 109:

Denied.

**FIFTH CAUSE OF ACTION
SHERMAN ACT §2
(Alleged Monopolization)
(Against the DIRECTV Defendants)**

RESPONSE TO PARAGRAPH NO. 110:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 111:

Denied.

RESPONSE TO PARAGRAPH NO. 112:

Denied.

RESPONSE TO PARAGRAPH NO. 113:

Denied.

RESPONSE TO PARAGRAPH NO. 114:

DIRECTV denies it sells equipment. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 115:

Denied.

RESPONSE TO PARAGRAPH NO. 116:

Denied.

RESPONSE TO PARAGRAPH NO. 117:

Denied.

SIXTH CAUSE OF ACTION
SHERMAN ACT §2
(Alleged Attempted Monopolization)
(Against the DIRECTV Defendants)

RESPONSE TO PARAGRAPH NO. 118:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 119:

Denied.

RESPONSE TO PARAGRAPH NO. 120:

Denied.

RESPONSE TO PARAGRAPH NO. 121:

Denied.

RESPONSE TO PARAGRAPH NO. 122:

Denied.

SEVENTH CAUSE OF ACTION
LANHAM ACT §43(a)
(Alleged Unfair Competition and False Advertising)
(Against the DIRECTV Defendants)

RESPONSE TO PARAGRAPH NO. 123:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 124:

Denied.

RESPONSE TO PARAGRAPH NO. 125:

Denied.

RESPONSE TO PARAGRAPH NO. 126:

Denied.

RESPONSE TO PARAGRAPH NO. 127:

Denied.

RESPONSE TO PARAGRAPH NO. 128:

Denied.

RESPONSE TO PARAGRAPH NO. 129:

Denied.

EIGHTH CAUSE OF ACTION
COLORADO CONSUMER PROTECTION ACT
(Alleged Deceptive Trade Practices)
(Against the DIRECTV Defendants)

RESPONSE TO PARAGRAPH NO. 130:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 131:

Denied.

RESPONSE TO PARAGRAPH NO. 132:

Denied.

RESPONSE TO PARAGRAPH NO. 133:

Denied.

RESPONSE TO PARAGRAPH NO. 134:

Denied.

NINTH CAUSE OF ACTION
COLORADO ANTITRUST ACT
(Alleged Per Se Illegal Restraint of Trade — Concerted
Refusal to Deal/ Group Boycott)
(Against All Defendants)

RESPONSE TO PARAGRAPH NO. 135:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 136:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to whether the "National Exclusive Retailers" have refused to deal with ECHOSTAR, and therefore deny same. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what the "National Exclusive Retailers" may have agreed to among themselves as a group, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 137:

Denied.

TENTH CAUSE OF ACTION
COLORADO ANTITRUST ACT
(Alleged Illegal Restraint of Trade — Exclusive Dealing)
(Against the DIRECTV Defendants)

RESPONSE TO PARAGRAPH NO. 138:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 139:

Denied.

RESPONSE TO PARAGRAPH NO. 140:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 141:

Denied.

RESPONSE TO PARAGRAPH NO. 142:

Denied.

**ELEVENTH CAUSE OF ACTION
COLORADO ANTITRUST ACT
(Alleged Unreasonable Restraint of Trade — HDTV
Exclusive-Dealing Contracts)
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 143:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 144:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 145:

Denied.

RESPONSE TO PARAGRAPH NO. 146:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of whether many high-power DBS receiving equipment retailers have refused to purchase and resell DISH-Network compatible high-power DBS receiving equipment, and therefore deny same. DIRECTV and Hughes deny the remaining allegations in this paragraph.

RESPONSE TO PARAGRAPH NO. 147:

Denied.

**TWELFTH CAUSE OF ACTION
COLORADO ANTITRUST ACT
(Alleged Monopolization)
(Against the DIRECTV Defendants)**

RESPONSE TO PARAGRAPH NO. 148:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 149:

Denied.

RESPONSE TO PARAGRAPH NO. 150:

Denied.

RESPONSE TO PARAGRAPH NO. 151:

Denied.

RESPONSE TO PARAGRAPH NO. 152:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 153:

Denied.

RESPONSE TO PARAGRAPH NO. 154:

Denied.

RESPONSE TO PARAGRAPH NO. 155:

Denied.

**THIRTEENTH CAUSE OF ACTION
COLORADO ANTITRUST ACT
(Alleged Attempted Monopolization)
(Against the DIRECTV Defendants)**

RESPONSE TO PARAGRAPH NO. 156:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 157:

Denied.

RESPONSE TO PARAGRAPH NO. 158:

Denied.

RESPONSE TO PARAGRAPH NO. 159:

Denied.

RESPONSE TO PARAGRAPH NO. 160:

Denied.

FOURTEENTH CAUSE OF ACTION
CALIFORNIA CARTWRIGHT ACT
(Alleged Per Se Illegal Restraint of Trade — Concerted
Refusal to Deal/ Group Boycott)
(Against All Defendants)

RESPONSE TO PARAGRAPH NO. 161:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 162:

DIRECTV and Hughes admit that DIRECTV competes with ECHOSTAR and all other multi-channel video programming providers.

RESPONSE TO PARAGRAPH NO. 163:

Denied.

RESPONSE TO PARAGRAPH NO. 164:

The allegations in this paragraph purport to describe contracts, and rights that allegedly arise out of such contracts, which speak for themselves; DIRECTV and Hughes deny each and every allegation that is inconsistent therewith. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 165:

Denied.

RESPONSE TO PARAGRAPH NO. 166:

Denied.

RESPONSE TO PARAGRAPH NO. 167:

Denied.

FIFTEENTH CAUSE OF ACTION
ALLEGED CALIFORNIA UNFAIR COMPETITION LAW
(Against the DIRECTV Defendants and RCA)

RESPONSE TO PARAGRAPH NO. 168:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 169:

DIRECTV and Hughes admit that DIRECTV competes with ECHOSTAR and all other multi-channel video programming providers in California.

RESPONSE TO PARAGRAPH NO. 170:

Denied.

RESPONSE TO PARAGRAPH NO. 171:

Denied.

RESPONSE TO PARAGRAPH NO. 172:

Denied.

SIXTEENTH CAUSE OF ACTION
ALLEGED TORTIOUS INTERFERENCE WITH CONTRACT
(Against the DIRECTV Defendants and RCA)

RESPONSE TO PARAGRAPH NO. 173:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 174:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 175:

Denied.

RESPONSE TO PARAGRAPH NO. 176:

Denied.

RESPONSE TO PARAGRAPH NO. 177:

Denied.

RESPONSE TO PARAGRAPH NO. 178:

Denied.

RESPONSE TO PARAGRAPH NO. 179:

Denied.

**SEVENTEENTH CAUSE OF ACTION
ALLEGED TORTIOUS INTERFERENCE WITH ECONOMIC
RELATIONS, PROSPECTIVE CONTRACTUAL RELATIONS
AND/OR BUSINESS EXPECTANCY
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 180:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 181:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 182:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 183:

Denied.

RESPONSE TO PARAGRAPH NO. 184:

Denied.

RESPONSE TO PARAGRAPH NO. 185:

Denied.

RESPONSE TO PARAGRAPH NO. 186:

Denied.

RESPONSE TO PARAGRAPH NO. 187:

Denied.

RESPONSE TO PARAGRAPH NO. 188:

Denied.

RESPONSE TO PARAGRAPH NO. 189:

Denied.

EIGHTEENTH CAUSE OF ACTION
ALLEGED INJURIOUS FALSEHOOD AND BUSINESS DISPARAGEMENT
(Against the DIRECTV Defendants)

RESPONSE TO PARAGRAPH NO. 190:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 191:

Denied.

RESPONSE TO PARAGRAPH NO. 192:

Denied.

RESPONSE TO PARAGRAPH NO. 193:

Denied.

RESPONSE TO PARAGRAPH NO. 194:

Denied.

RESPONSE TO PARAGRAPH NO. 195:

Denied.

RESPONSE TO PARAGRAPH NO. 196:

Denied.

**NINETEENTH CAUSE OF ACTION
ALLEGED UNFAIR COMPETITION
(Against the DIRECTV Defendants and RCA)**

RESPONSE TO PARAGRAPH NO. 197:

DIRECTV and Hughes incorporate their responses to the paragraphs EchoStar incorporated.

RESPONSE TO PARAGRAPH NO. 198:

Denied.

RESPONSE TO PARAGRAPH NO. 199:

Denied.

RESPONSE TO PARAGRAPH NO. 200:

EchoStar's statement that EchoStar is entitled to fairly compete in the marketplace is an assertion of law that requires no response. However, to the extent a response is required, DIRECTV and Hughes admit that EchoStar is entitled to fairly compete in the marketplace. DIRECTV and Hughes deny the remaining allegations in this paragraph.

RESPONSE TO PARAGRAPH NO. 201:

Denied.

RESPONSE TO PARAGRAPH NO. 202:

Denied.

AFFIRMATIVE AND OTHER DEFENSES

Defendants DIRECTV and Hughes assert the following affirmative and other defenses to Plaintiffs' claims, without assuming the burden of proof where the burden of proof would otherwise be on the Plaintiffs:

1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs have suffered no antitrust injury.
3. Plaintiffs' allegations regarding the licensing of receivers/decoders and sports programming challenge the lawful exercise of patents and copyrights and, for that reason, are beyond the scope of the antitrust laws.
4. Plaintiffs are estopped by their own conduct from asserting these claims, in whole or in part.
5. Plaintiffs' claims are barred, in whole or in part, by the doctrines of unclean hands and *in pari delicto*.
6. Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitations.
7. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.
8. Plaintiffs' claims are barred, in whole or in part, because they have failed to mitigate damages, if any.
9. Plaintiffs lack standing to bring these claims, in whole or in part.
10. Plaintiffs have waived any rights to bring these claims, in whole or in part.
11. The doctrine of collateral estoppel precludes Plaintiffs from relitigating issues raised in their Complaint.
12. Even if Plaintiffs were entitled to recover damages, Defendants would be, and are

entitled to, a set-off for damages recoverable by Defendants under their Counterclaim.

13. Plaintiffs' state law claims are preempted by applicable federal or state statutes, rules or orders.

14. Plaintiffs' claim of deceptive trade practices under the Colorado Consumer Protection Act fails, in whole or in part, because any allegedly disparaging statements were made in good faith or without knowledge of the allegedly deceptive character of such statements.

15. Plaintiffs' claims of interference with contract, interference with expected business relations and unfair competition fail, in whole or in part, because DIRECTV's and Hughes' alleged actions were privileged and/or proper to further their own economic, competitive or other legally protected rights or interests.

16. Plaintiffs' claims and allegations of business disparagement and unfair competition fail, in whole or in part, because the allegedly disparaging statements were fair comment, were made to compete for future business or to protect business interests, or were made in reply or self-defense.

17. Any punitive damage award against DIRECTV would be contrary to the Constitutions of the United States, of Colorado, and of California.

WHEREFORE, Defendants DIRECTV Enterprises, Inc., DIRECTV, Inc., DIRECTV Merchandising, Inc., DIRECTV Operations, Inc. and Hughes Electronics Corporation (incorrectly identified as Hughes Network Systems) request that Plaintiffs' Complaint be dismissed with prejudice, that Plaintiffs recover nothing on their claims, and that Defendants be awarded their costs and expenses to defend this action, including reasonable attorneys' fees, and such other relief as is fair and just.